

# TERMS & CONDITIONS FOR ATTENDING UNITE 2021

## ATTENDANCE:

- Children under the age of 18 are not permitted.
- Anyone attending **UNITE 2021** must not take part in any objectionable behavior or any activity, which may disrupt the Virtual Trade Show.
- **UNITE 2021** reserves the right to stop any activity on the part of any attendee that may interfere with, or cause annoyance to any supplier or buyer.
- Suppliers that you visit may request for your business card information which must be shared as that is the only way to exchange business cards virtually.
- **UNITE 2021** reserves the right to exclude or remove anyone from **UNITE 2021** show floor who does not comply with these terms and conditions or who they reasonably consider is likely to break these rules.

## LIABILITY WAIVER:

- I agree and acknowledge that I am undertaking participation at **UNITE 2021** and activities as my own free and intentional act.
- I am fully aware that no possible physical injury can occur to me as a result of my participation in these events because it is on a Virtual platform.
- I give this acknowledgement freely and knowingly and that I am, as a result, able to participate and I do hereby assume responsibility for my own wellbeing and safety.

## ACCESS TO THE SOFTWARE:

- Under the End User License Agreement, **UNITE 2021** grants 01 login credential per buyer or supplier registered. This is a non-exclusive and non-transferable license / login supplied only for use at **UNITE 2021** taking place on October 20 & 21, 2021 on a Virtual platform.
- Software does not include any program which is required by the supplier / buyer to be in attendance. Login credentials only provide access to the Virtual Trade Show.
- No more than 01 person may access the Virtual Trade Show at any given point in time.
- **UNITE 2021** confirms that it has signed the contract with the software organization providing for this Virtual Trade Show and has been given the rights to sell booths, sponsorships and to recruit attendees.
- **UNITE 2021** is not the owner of the software.
- User support will be provided when it pertains to the Virtual Trade Show. This support is not available for the purpose of browser issued, computer / device capability and all that is not related with the online Trade Show.

## DIVERSITY AND INCLUSION:

- **UNITE 2021** strives to be a 100% positive and collaborative experience from beginning to end for everyone. We celebrate the diversity and unity with which this show has come together. No one at **UNITE 2021**, its buyers or suppliers will tolerate discriminatory behavior by or towards anyone taking part.
- By receiving the login credentials, you're agreeing to respect and be kind to everyone at the show regardless of their gender, race, religion, age, sexual orientation, disability or any other aspect of what we look like, where we come from or who we are.
- Discriminatory behavior includes, but is not limited to:
  - o Verbal comments that indicate superiority related to gender, gender identity or expression, sexual orientation, disability, physical appearance, body size, race, age or religion
  - o Deliberate intimidation

## TERMS & CONDITIONS FOR ATTENDING UNITE 2021

- Sustained disruption of talks or other events
- Unsolicited virtual contact
- Advocating for, or encouraging any of the above behavior
- Anyone engaging in such behavior will be disconnected from **UNITE 2021** at its sole discretion.

### **COPYRIGHT NOTICE:**

- Companies that submit artwork or upload or link any material (including but not limited to images, text, documents and/or video files) to the website are solely responsible for the content of such material and for gaining required permissions under copyright, trademark, trade secret or other applicable law for the use of such material. (Caution: many websites purchase artwork from stock photo suppliers for the expressed website use or from hired photographers who have only supplied one-time rights.)
- By submitting any such material, the submitting company represents and agrees that
  1. it has obtained the necessary permissions referenced above,
  2. any such material is not likely to defame and does not invade the privacy of any person, and
  3. it will defend, indemnify and hold harmless the company, its affiliates and their respective directors, employees and agents (including, without limitation, its publishing partner or any agent acting on its behalf) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees) resulting from the submitting company's breach of the obligations set forth in this paragraph.

### **EMAIL DISCLAIMER NOTICE:**

- Any and all **UNITE 2021** email (and any attachments thereto) are confidential, and may be legally privileged, and are for the intended recipient(s) only. Access, disclosure, copying, distribution or reliance on any emails received by anyone else is prohibited and may be a criminal offence. Please delete these emails if obtained in error and notify the sender. Any views expressed in emails are those of the individual sender, not those of the company unless endorsed by a legal officer of **UNITE 2021**, Registered in Canada.

**PERSONAL INFORMATION COLLECTED:** We will collect the following personal information about you.

### **Information you provide directly to us**

- When we communicate with you (including your name, email address, postal address, telephone number, any other personal information you provide and the content of our communications).
- When you register for **UNITE 2021** (including your name, email address, postal address, telephone number, work position, transaction details).
- When you attend **UNITE 2021** (including your name, email address, work position, seminars and events booked/attended, areas of interest, exhibitors of interest).
- When you subscribe to **UNITE 2021** email or postal mailing lists (including your name and email or postal address, as appropriate).
- Other information that you choose to provide or send to us during our relationship including your organisations logo which can / may or will be used on the marketing collateral and as required to promote the Virtual trade Show in 2021 and 2022.

# TERMS & CONDITIONS FOR ATTENDING UNITE 2021

## Data we derive through your interactions with us

- General user information about your computer and your visits to our website (including your IP address, location, browser, operating system, referral source, length of visit and the pages you visit). This information is facilitated through Google Analytics.
- Other information that may be generated when you use our website, interact with us online or attend our event.
- When on the trade show floor, all click will be monitored and reported.

## How we'll use your information

- We'll only use your personal information for our legitimate business purposes as set out in this privacy notice. We'll make it clear to you if we intend to use your information for any purpose that is not obvious. We use your data:
  - To administer our events, our websites and our business
  - To enable your use of our services, including registration and attendance at our events
  - To respond to your requests for information
  - To send you email or postal mail
  - To send invoices, reports, statements, payment reminders and collect payments from you
  - To deal with any enquiries or complaints by or about you
  - To understand how you (and others) are using our services and to help us improve and develop our services, including conducting internal analyses
  - To keep our events and systems secure and prevent fraud
  - To send you other necessary information about our services and our relationship
  - To contact you about **UNITE 2021** services, offers, events or news where it is legitimate for us to do so
  - To otherwise manage our relationship with you or comply with our contractual obligations
  - As is otherwise necessary for our legitimate business interests including and not limited to the promotion of **UNITE in 2022** and in the future years.

## Google Analytics:

- We use Google Analytics cookies when you browse our websites and it recognizes and tracks users, across all pages.
- Google Analytics provides us a detailed report.
- We do not store personal information such as your name, address or registration data; they simply hold the unique ID that, once you are signed in, is associated with this information.
- You can set your browser on private mode but please bear in mind that if you do this, certain user-generated features of our websites cannot be provided to you.

## When we share your personal information with others

- We work collaboratively with others as part of providing our services and we may need to share your information with them as follows:
- Everyone registered for or attending the show: We facilitate all kinds of interaction between those attending; this may include services such as arrange meetings, send messages to, or network with, other attendees at our events. We will only share your personal data to deliver the show experience you have registered for, where there is a clear legitimate interest, contractual or legal obligation to do so and the appropriate safeguards for your data are in place.
- We may have to provide information to our advisors as necessary for running our business.

# TERMS & CONDITIONS FOR ATTENDING UNITE 2021

## How we store your information and keep it secure

- We'll take care to ensure that your personal information is secure.
- Credit Card information is not stored by us. We follow good practice security protocols across our business to ensure that information is protected. Credit Card details are saved by the third-party providers to which **UNITE 2021** has subscribed to.
- It is the responsibility of the buyer / supplier or anyone registering for **UNITE 2021** to not provide any highly sensitive and confidential information.
- All submissions made online including that on ZoHo forms is stored by a third party, over which and **UNITE 2021** have no control and therefore cannot be held liable for their actions.
- Access to your personal information is restricted.
- When we share information with our suppliers we enter into agreements with them requiring them to comply with all applicable laws and controlling further distribution or disclosure of the information to other parties.

## How we transfer your information internationally

- There will be limited requirement to transfer your information internationally except when it is shared with Buyers and Suppliers.
- We are based in Canada but may require individuals in other countries to assist with **UNITE 2021**, which is when the information may be sent outside of Canada.
- We do not transfer any data to other countries or international organisations unless they must receive it to assist with **UNITE 2021** and the experience.

## How long we will hold your information

- We'll try not to keep your personal information for longer than necessary for the permitted purposes.
- We regularly review the data we hold and delete unnecessary information from our systems.
- We may need to keep certain information for reasonable business or legal purposes (e.g. accounts information, unsubscribe records, information needed to prevent identity theft, legal disputes and misconduct) even if deletion has been requested.

## Your data protection rights

You have these rights in relation to your information:

- Access: You can obtain confirmation of whether we hold any information about you and, if so, you can access your information and details of how we process it, as long as this does not adversely affect the rights and freedoms of others.
- Rectification: We will rectify any errors in the personal information we hold on request.
- Erasure: You can ask us to delete your personal information from our systems in the following situations:
  1. The information is no longer necessary for the purpose for which it was collected
  2. You withdraw your consent on which the information processing is based and where there is no other legal ground for the processing
  3. You object to the information processing and there are no overriding legitimate grounds for the processing
  4. The information has been unlawfully processed
  5. The information has to be deleted for compliance with a legal obligation to which we are subject.
- Right to restrict processing: You have the right to restrict our information processing on specified grounds.

## TERMS & CONDITIONS FOR ATTENDING UNITE 2021

- Notification: Where you've asked us to rectify, delete or restrict processing of your information, we'll pass on your instructions to anyone we've shared your information with, unless this proves impossible or involves disproportionate effort, in which case we'll let you know.
- Data portability: You have the right in specific circumstances (where automated processing is based on consent) to receive your information in a structured, commonly used and machine-readable format and have the right to transmit the information to another entity without hindrance.
- Right to object: In certain circumstances you have the right to object to our processing of your information, including in relation to profiling, direct marketing or scientific or historical research purposes.
- Automated individual decision making: We don't carry out this kind of decision making. However, for your information, you have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you unless this is necessary for our contract, is authorised under applicable law or is based on your explicit consent.

### How to exercise your rights

To exercise any of your rights contact us at [ambassador@salient.ca](mailto:ambassador@salient.ca). We may need evidence of your identity and if so we'll provide you with a form to complete and return to us. If you're requesting access to your information, the first copy will be provided without charge, but reasonable administration fees will be charged for additional or subsequent copies or we may refuse repeated or excessive requests.

We'll respond to your requests without undue delay and in any event within one month.

Please note that if you delete or restrict information we hold about you, it may prevent you from making full use of our services.

### Making a complaint

If you want to make a complaint about how your personal data is being processed by us, please contact us at [ambassador@salient.ca](mailto:ambassador@salient.ca).

**DATA SHARING:** *The Data Sharing Agreement applies when Inc. or **UNITE 2021** shares certain Personal Data with you as a speaker, exhibitor, sponsor or other separate Data Controller working with us. In consideration of the benefits of us sharing any Personal Data with you, you agree to comply with the following terms. Please see the Definitions section at the end of this Agreement.*

#### Shared data and agreed purpose

- To the extent that we disclose Shared Data to you, you shall Process it only for and compatible with the Agreed Purpose outlined in our mutual agreement or as communicated in writing.
- **UNITE 2021** is committed to the lawful, fair and transparent use of Personal Data. Whenever we share Personal Data with others, or enable you to collect it directly at our shows, we require you to comply with this Agreement.
- This Agreement sets out the framework for the lawful transfer of the relevant Personal Data of exhibition attendees to you as an independent Data Controller and the responsibilities we owe to each other in this regard.

#### Your obligations in relation to shared data

- You shall comply with this Agreement and your obligations under Data Protection Legislation in respect of all Shared Data disclosed to you pursuant to this Agreement.

## TERMS & CONDITIONS FOR ATTENDING UNITE 2021

- You shall at all times remain responsible for the acts and omissions of your respective personnel and suppliers, contractors and agents in respect of Shared Data.
- Shared Data shall only be Processed for the Agreed Purposes and in compliance with your own privacy policies, which you shall ensure comply with Data Protection Legislation.
- You shall ensure that you Process Shared Data under one or more of the legal bases set out in Data Protection Legislation.
- You shall provide us with a copy of your privacy policies upon request.
- You shall bear your own compliance costs in relation to this Agreement.

### **Data subjects' rights**

- Data Subjects have the right to obtain certain information about the processing of their Personal Data (including Shared Data) through a Subject Access Request. In certain circumstances, Data Subjects may also request rectification, erasure or blocking of their personal data and may exercise other rights. Accordingly, you should endeavour to maintain a record of individual requests from Data Subjects, including the decisions made and actions taken.
- You and we agree to provide reasonable assistance as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other rights requests, queries or complaints from Data Subjects.

### **Direct marketing**

- If you intend to process the Shared Data for the purposes of direct marketing, you shall ensure that:
  - effective procedures and communications are in place to allow the Data Subject to exercise their right to opt out from direct marketing
  - effective procedures are in place to enable you to advise relevant third parties of any opts
  - an appropriate legal basis has been confirmed (and, where necessary, evidenced) for the Shared Data to be used for the purpose of direct marketing

### **Data transfers outside of Canada**

- You shall only disclose or transfer the Shared Data to a third party located outside Canada in line with Data Protection Legislation.

### **Security standards**

- You shall implement appropriate technical and organisational measures to ensure a level of Security appropriate to the risk involved under this Agreement to:
  - protect all Shared Data from unauthorised use, alteration, access or disclosure; and loss, theft and damage, and to protect and ensure the confidentiality, integrity and availability of Shared Data
  - prevent a Security Breach
- You shall keep accurate records of the Security measures which you have in place and make such records available to us upon request.
- You shall regularly test Security measures to assess the effectiveness of the measures in ensuring the security, confidentiality, integrity, availability and resilience of Shared Data, and your compliance with this Agreement and Data Protection Legislation.

### **Security breaches**

- In the event of a Security Breach, you shall notify us without undue delay and in any event within twenty-four (24) hours after you, or your suppliers, contractors and or agents discovered such Security Breach.

## TERMS & CONDITIONS FOR ATTENDING UNITE 2021

- Following this notification, you shall provide assistance and co-operation with us to mitigate the Security Breach, including to:
  - immediately conduct a reasonable investigation of the reasons for and circumstances of such Security Breach
  - take all necessary actions to prevent, contain, and mitigate the impact of, such Security Breach, and remediate such Security Breach, without delay
  - remediate the effects of a Security Breach
  - on our request, promptly produce a written report setting out all relevant details concerning such Security Breach, including without limitation any security, risk or compliance assessment and security control audit reports
  - provide regular updates to us following a Security BreachNothing in this Agreement shall impose or imply any obligation or liability on or **UNITE 2021** in respect of a Security Breach for which you are responsible.

### RESERVATION OF RIGHTS

- All Shared Data shall remain the property of **UNITE 2021** where such proprietary rights arise at law. We reserve all rights in Shared Data except to the extent expressly granted hereunder. No rights, including intellectual property rights, in respect of Shared Data are granted to you and no obligations are imposed on IMEX other than those expressly stated in this Agreement.

### INDEMNITY

You shall indemnify **UNITE 2021** against all claims as **UNITE 2021** is providing a collaborative software for the Hospitality and Tourism Industry to connect on a Virtual Platform in order to revive and realign the way forward. by a third party or regulatory authority that arise as a result of your non-compliance with your obligations under this Agreement or otherwise under Data Protection Legislation.

### DATA PROCESSOR

This Agreement does not apply to situations in which we share Personal Data with third parties acting as our Data Processor unless otherwise agreed.